

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5		<b>Page</b> 1 <b>Of</b> 6	
<b>2. Contract (Proc. Inst. Ident) No.</b> W52H09-04-D-0086		<b>3. Effective Date</b> 2004APR28		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-C TERESA STOTTLEMYRE (309)782-4626 ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>6. Administered By (If Other Than Item 5)</b> DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234			<b>Code</b> S0701A	
<b>e-mail address:</b> STOTTLEMYRET@RIA.ARMY.MIL		<b>SCD A PAS S0701A4304APC ADP PT HQ0337</b>					
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> COLT DEFENSE LLC 547 NEW PARK AVE P O BOX 118 HARTFORD, CT. 06141-0118  TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 13629				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266			<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)			<b>14. Accounting And Appropriation Data</b>				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2007SEP30				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1		I	Contract Clauses	
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
	C	Description/Specs./Work Statement		X	J	List of Attachments	6
	D	Packaging and Marking		<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	5		K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> JERRY L YOWELL YOWELLJ@RIA.ARMY.MIL (309)782-6736			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2004APR28	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued  PIIN/SIIN W52H09-04-D-0086 MOD/AMD	Page 2 of 6
Name of Offeror or Contractor: COLT DEFENSE LLC		

SECTION A - SUPPLEMENTAL INFORMATION

1. Solicitation DAAE20-03-R-0216 is hereby awarded as a four-year Requirements contract for the M4/M4A1 Carbine. Delivery Orders will be issued unilaterally, F.O.B Origin, with firm delivery dates utilizing Colt's unit prices corresponding to the weapon type and ordering period in accordance with attachment 002.

2. The ordering periods are changed as follows:

Ordering Period (OP) 1: Award date - 30 September 2004  
Ordering Period (OP) 2: 01 October 2004 - 30 September 2005  
Ordering Period (OP) 3: 01 October 2005 - 30 September 2006  
Ordering Period (OP) 4: 01 October 2006 - 30 September 2007

3. Clin 0001 will be established for M4 USAF Carbine, Clin 0002 for M4 Army Carbine and Clin 0003 for M4A1 Carbine. Total maximum contract quantity is changed from 100,000 weapons to 144,000 weapons.

4. Colt Defense is responsible for furnishing the following items to be overpacked with each weapon. The Small Arms Cleaning Kit and Cases are removed from the list and will not be required.

- a. Combat Sling, NSN 1005-01-368-9852, Part Number 12011996
- b. One 30 Round Magazine, NSN 1005-00-921-5004, Part Number 8448670
- c. Blank Firing Attachment, NSN 1005-01-361-8208, Part Number 12597837
- d. One (1) Rifle Cover, NSN 1005-00-809-2190, Part Number 8448213
- e. Seven (7) Magazine Cover, NSN 1005-00-193-8306, Part Number 8448464
- f. One (1) Muzzle Cap, NSN 5340-00-880-7666, Part Number 8445067

5. Packaging instructions for the Rifle Cover, Magazine Cover and Muzzle Cap are changed as follow:

The muzzle cap, the twice-folded rifle bag and its rubber band, and the unfolded magazine bags shall be loosely placed alongside the weapon (similar to the magazine, sling, and manual) in the weapon's cardboard shipping container. Note that during the packaging process, (1) the muzzle cap shall not be installed on the weapon, (2) the weapon shall not be enclosed within the rifle bag, and (3) the magazine shall not be enclosed within a magazine bag.

6. TM 9-1005-319-10 Operator's Manual will be provided as GFM and shall be overpacked with each M4/M4A1 weapon.

7. M4 Carbines in support of United States Air Force (USAF) Requirements will be provided without Carrying Handles. Back-Up Iron Sights (BUIS), Part Number 12996812 along with a copy of the mounting instructions for use in the field will be provided as GFM. Colt will mount the BUIS on the weapon prior to T&A in accordance with attachment 010 of the solicitation, entitled M4 Carbine Specification Modification. The mounting instructions received with each BUIS shall be overpacked with each USAF weapon. In addition, one each M68 Optic, Part Number 12974278 and Technical Manual TM 9-1240-413-12&P (Basic plus change 1) will be provided as GFM and shall be overpacked with each USAF weapon. The M68 Optic manual will fit in the box with the Optic.

8. Engineering Change Proposal L04S3003 is incorporated, as attachment 003, to allow the use of either M197 High Pressure Test (HPT) cartridge or commercial HPT cartridges that are manufactured in accordance with Sporting Arms and Manufacturers' Institute (SAMMI) specifications. The Ammunition will still be furnished by the contractor.

9. Engineering Change Proposal L2S3073 (Heavy Buffer) is a part of the Technical Data Package and applies only to the M4A1 Carbine.

10. The solicitation identified that that any Government Furnished Test Support Equipment (GFTSE) provided under Contracts DAAA09-93-C-0375, DAAA09-94-C-0154, DAAA09-94-C-0508, DAAE20-98-C-0008, DAAE20-98-C-0082 and DAAE20-02-C-0115 was authorized for use on this resultant contract. Since Colt does not have any GFTSE, this statement is remove from the solicitation.

11. Clause ES6045 entitled Government Furnished Ammunition is updated to change M855 Ammo rounds from 1,471,000 to 1,890,000.

12. The Government relinquishes all claims to the spent brass casings. Colt is responsible for disposing of the casings.

13. The DCMA Quality Assurance Representative (QAR) is authorized to accept any shipments against this contract that has passed inspection and is solely waiting receipt of Government Bill of Lading. Authorization to ship in place at the contractor's facility does not waive any inspections and tests required under the terms and conditions of subject contract and is only intended to be allowed as a method for payment. Upon acceptance of weapons, Colt may submit an invoice for payment. Upon Government acceptance, these weapons will become Government property. Colt will be held responsible for protecting and storing and maintaining proper accountability of these weapons. Colt agrees to perform all inspections and testing in accordance with Contract W52H09-04-D-0086 requirements and agrees to correct at no additional cost to the Government any items not in compliance with the requirements of the contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-D-0086 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 6
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\*\*\* END OF NARRATIVE A 001 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	Clin 0001 - M4 (USAF) Carbine NSN: 1005-01-231-0973 Part Number: 9390000 Inspection: Source Acceptance: Source FOB: Origin				
	Clin 0002 - M4 (Army) Carbine NSN: 1005-01-231-0973 Part Number: 9390000 Inspection: Source Acceptance: Source FOB: Origin				
	Clin 0003 - M4A1 Carbine NSN: 1005-01-382-0953 Part Number: 12972700 Inspection: Source Acceptance: Source FOB: Origin				
	(End of narrative A001)				
	DATA ITEM			\$ ** NSP **	\$ ** NSP **
	NOUN: DD FORM 1423 REQUIREMENTS SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination      ACCEPTANCE: Destination				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-D-0086 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 6
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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.245-4538 TACOM-RI	GOVERNMENT FURNISHED AMMUNITION	OCT/2000

a. Ammunition has been programmed to support contractual test requirements as follows:

Quantity	Description	National Stock Number	Department of Defense Identification Code
1,890,000 rounds	M855	1305-01-457-4589	AA33
500,500 rounds	M855 Certified	1305-01-457-4589	AA33

This is for 2004 requirements only. Additional ammo will be provided each year to support each yearly requirement.

b. Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods to: electronic mail stottlemyret@ria.army.mil, or data fax (309) 782-3813, with a copy furnished via one of the following methods to: electronic mail schultzc@tacom.army.mil, or data fax (586)574-7757.

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.

d. The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR).

(End of clause)

Name of Offeror or Contractor: COLT DEFENSE LLC

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	WARNING SHEET		1PG	
Attachment 002	PRICING SPREADSHEET		1PG	
Attachment 003	ENGINEERING CHANGE PROPOSAL L04S3003	19-FEB-2004	11P	